TRANSPORTATION AGREEMENT FOR EAST HADDAM RESIDENT STUDENTS ATTENDING NORWICH TECHNICAL HIGH SCHOOL

THIS TRANSPORTATION AGREEMENT ("Agreement") is made and entered into as of _____ [date] by and between the Colchester Board of Education ("Colchester") and the East Haddam Board of Education ("East Haddam"). The parties are hereinafter referred to collectively as the "parties and/or the districts" or individually as a "party" or "district."

WITNESSETH:

WHEREAS, the parties are Boards of Education located within the State of Connecticut; and

WHEREAS, Colchester serves students in grades prekindergarten through twelve residing in the town of Colchester; and

WHEREAS, East Haddam serves students in grades prekindergarten through twelve residing in the town of East Haddam; and

WHEREAS, in addition to providing education, the parties are also obligated to furnish transportation of students in accordance with the provisions of the Connecticut General Statutes; and

WHEREAS, East Haddam and Colchester wish to enter into an arrangement under which Colchester agrees to provide transportation to up to five (5) specific East Haddam resident students who attend the Norwich Technical High School, which students are listed on the schedule appended hereto as Exhibit A, plus any additional students as may be added to this Agreement in accordance with the terms and conditions set forth herein (the "Students').

NOW, THEREFORE, the undersigned parties hereby agree as follows:

1. **Rights of Colchester Board of Education.** In accordance with the terms of this Agreement, Colchester shall have the following rights and/or duties with respect to transportation of the Students covered by this Agreement:

   (a) to determine the transportation route to Norwich Technical High School, designate the Students' bus stop (Bacon Academy main entrance for pick-up and drop off), assign the Students to buses, provide for the Students' safety on buses and at designated bus stops in accordance with Colchester policies and procedures, and otherwise take the necessary

steps to provide the specified services related to this Agreement.

Transportation under this Agreement shall be provided by Colchester's current transportation contractor.

2. **Payment by East Haddam Board of Education,** The total cost East Haddam agrees to pay Colchester for the transportation services described in this Agreement:
(a) for one (1) to two (2) Students during the 2021-22 school year is $5,000, to be paid in ten (10) equal monthly installments of $500 due the last day of each month September 2021 through June 2022;
(b) for three (3) to five (5) Students during the 2021-22 school year is $10,000, to be paid in ten (10) equal monthly installments of $1,000 due the last day of each month September 2021 through June 2022.
The total cost for any subsequent fiscal year of this Agreement, if extended, shall be such amount as Colchester and East Haddam mutually agree upon in writing, which amount shall be determined at least ninety (90) days prior to July 1st of the succeeding fiscal year.

3. **Discontinuation of Agreement.** In the event that all of the Students no longer attend Norwich Technical High School, and/or will no longer receive transportation pursuant to this arrangement, East Haddam agrees to notify Colchester in writing of the date that there will be no Students to be transported under this Agreement, which date shall also be the termination date of this Agreement. East Haddam's final payment shall be its payment for the month in which the date of termination occurs, without proration for a partial month.

4. **Adjustment in the Number of Students Transported.** In the event that one or more of the Students no longer attends Norwich Technical High School and/or no longer requires transportation by Colchester pursuant to this Agreement (whether due to residency or other reason), East Haddam agrees to notify Colchester in writing immediately. There shall be no adjustment to the payment to Colchester in Section 2 because of any reduction in the number of Students. Such Students shall be removed from Exhibit A. In the event that an additional East Haddam resident Student enrolls in the Norwich Technical High School and East Haddam seeks to add that Student to the Agreement, then East Haddam shall provide notice to Colchester. If there will be more than five (5) Students, the payment to Colchester shall be mutually negotiated between the parties prior to such additional Student being added to the Agreement. If the parties agree on the amount of the payment to Colchester, and Colchester agrees to add such additional Student, the parties shall adjust the monthly payment to the amount of the agreed upon payment prospectively as of the first day of the month subsequent to Colchester's agreement to add

the East Haddam resident Student. If there are five (5) Students or less, then there shall be no adjustment to the payment to Colchester. If a new Student shall be added, the additional Student's name shall be added to Exhibit A.

5. **No New Contract**. Any adjustments in remuneration made during the life of this Agreement must be made in writing and will be in the form of an amendment and will become part of this Agreement. It is provided, however, that by so doing it will not be considered that Colchester has entered into a new contract with East Haddam nor that the termination date of the existing Agreement has been extended.

6. **Students Subject to Colchester Board of Education Policy.** While receiving transportation services or engaging in any activities related to transportation (e.g. traveling to and from bus stops or waiting for bus pickup), the Students being transported pursuant to this Agreement are subject to all policies and regulations of Colchester. While receiving transportation services or engaging in related activities, if any Student engages in misconduct in violation of the publicized policies of Colchester, any conduct that endangers persons or property, or any conduct that seriously disrupts the educational process, the administration and/or staff of Colchester shall have the authority to suspend and/or discontinue the Student from bus transportation in accordance with Section 10-233c or 10-233d of the Connecticut General Statutes. Colchester also may, in its sole discretion, permanently remove such Student from the Agreement. If such conduct endangers persons or property, seriously disrupts the educational process and/or violates the publicized policies of Colchester, Colchester shall refer such Student to East Haddam for possible disciplinary action by East Haddam in accordance with East Haddam policies and procedures concerning student discipline. Colchester shall cooperate with East Haddam in any related disciplinary processes, by providing written statements, testimony, or other needed services in connection with East Haddam's disciplinary processes, provided such cooperation does not require any additional expenses to Colchester beyond already budgeted time of administration and/or staff,

7. **Termination of Agreement.** Both parties may terminate this Agreement by mutual written agreement at any time during the term of the Agreement.

8. **Indemnification.** East Haddam shall indemnify, defend, and hold Colchester and the Town of Colchester, and their respective officials, employees and agents harmless from any and all claims, lawsuits, liability, damages, fees (including reasonable attorneys' fees), costs and all expenses, arising out of or in any way connected to Colchester's transportation of the Students under the terms of this Agreement (either directly or through the use of an insurance carrier and/or other contractor) and/or any disciplinary

action or proceeding which may arise in connection with the transportation of the Students. This provision shall survive the termination of this Agreement.

9. **Insurance.** East Haddam shall bear sole responsibility for obtaining and maintaining liability insurance coverage in connection with its obligations under this Section 9. East Haddam shall maintain during the Term as defined below, commercial general liability insurance with combined single limit of not less than $1,000,000 and an aggregate limit of not less than $2,000,000. East Haddam shall also maintain commercial automobile liability coverage for owned, non-owned and hired automobiles, in an amount of not less than $1,000,000 combined single limit. Colchester and the Town of Colchester shall be named as an additional insured on the commercial general liability and commercial automobile liability policies and East Haddam shall provide a certificate to Colchester evidencing such insurance. East Haddam and its insurers shall waive all rights of subrogation it may have against Colchester and the Town of Colchester.

10. **Breach of Agreement.** If East Haddam fails to make a required payment or otherwise breaches the terms of this Agreement, then Colchester may terminate this Agreement with ten (10) business days' notice.

11. **Cooperation.** The parties agree to cooperate with one another in the sharing of information required to carry out their respective obligations hereunder, subject to the provisions of any applicable laws, and to submit any reports which may be required by any governmental agency, including, but not limited to, the State Department of Education.

12. **Term.** This Agreement shall be in effect for the period from *A*ugust 30, 2017 through June 30, 2018. The Agreement may be renewed by joint written agreement of the parties.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It may only be modified in a writing signed by both parties.

EAST HADDAM
BOARD OF EDUCATION

_____

Brian Reas
Superintendent of Schools

COLCHESTER
BOARD OF EDUCATION

_____

Jeffrey Burt
Superintendent of Schools